

# **EXHIBIT “1”**

**Exemplar of Anthony Perkins  
Deposition Transcript**

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA

TAYLOR CARROLL,	*CIVIL ACTION NO.
individually and on	*16-537-SDD-RLB
behalf of all others	*
similarly situated	*
	*JUDGE: SHELLY D. DICK
VERSUS	*
	*
SGS AUTOMOTIVE	*MAGISTRATE JUDGE:
SERVICES, INC.	*RICHARD L. BOURGEOIS, JR.
	*
* * * * *	

LIMITED RULE 30(b)(5)-(6) DEPOSITION OF  
SGS NORTH AMERICA INC.

THROUGH ITS DESIGNATED REPRESENTATIVE,  
ANTHONY PERKINS

TAKEN AT THE OFFICES OF PHELPS DUNBAR, 400  
CONVENTION STREET, SUITE 1100, BATON ROUGE,  
LOUISIANA 70802, ON FRIDAY, THE 16TH DAY OF  
DECEMBER, 2016, BEGINNING AT 8:58 A.M.

REPORTED BY:

MARSHA R. WILLS  
CERTIFIED COURT REPORTER  
CERTIFICATE NUMBER 24011

1 separately from and in conjunction with American  
2 Honda as needed to promote and gain lessee  
3 cooperation with respect to scheduling these  
4 inspections, correct?

5 A. Correct.

6 Q. So you are contractually bound to  
7 promote the scheduling of these inspections?

8 MR. BLUNT:

9 Objection. We're talking about a  
10 written document. I think, to the  
11 extent that he is going to interpret  
12 it, I think it speaks for itself.

13 BY MR. WOLFF:

14 Q. You can answer.

15 A. The area promote is linked to the RFP  
16 itself, it's linked to the sales process, it's  
17 linked to the call center documentation. The  
18 definition for SGS in promote is to describe the  
19 value to the lessee in having this. That's the  
20 importance to American Honda.

21 The importance to American Honda is  
22 that ultimately they want to maintain that  
23 customer, and the best way to maintain that  
24 customer, or one way to maintain that customer,  
25 is to have a preterm lease inspection so this

1 way when that lessee, they have better time to  
2 prepare if they have any financial liability.

3 If not, the impact and the importance  
4 to American Honda, and when I'm saying these  
5 words, is when it says that we work in  
6 cooperation with them, this is the monthly  
7 dialogues as it relates to this cooperation is  
8 the linkage between American Honda as an  
9 organization selling automobiles and American  
10 Honda as an organization financing automobiles.

11 The level of importance here for them  
12 is to have a more customer friendly approach to  
13 this process so they can maintain that customer  
14 and keep that customer and ultimately lease them  
15 another vehicle.

16 Q. And as part of that process --

17 MR. BLUNT:

18 John, if I can interrupt, looking  
19 at the definitions, "client" in the  
20 agreement in Client Responsibilities,  
21 you have it flipped. "Client" is  
22 American Honda Finance, and "Company"  
23 is SGS. So those obligations you're  
24 attributing to SGS are not SGS  
25 obligations.

1 And that's due to just the amount of travel and  
2 the labor you have to have. At a dealer  
3 assignment, you would have multiple assignments  
4 at one location.

5 Q. Why does American Honda want to have  
6 inspections off premises?

7 A. Because as I mentioned earlier, it's  
8 better for their customers. They're trying to  
9 preserve the relationship with that client and  
10 keep them as a customer and keeping them in a  
11 new automobile. Our service is an outsource  
12 service that for our customers was previously  
13 done in-house.

14 So we're just working as an agent in  
15 extension of American Honda. In a way it's an  
16 extension of sales. Not as an extension to sell  
17 our service, but an extension to keep that  
18 customer happy and engaged with American Honda.  
19 So our measurement with American Honda is our  
20 number one thing is the satisfaction of all  
21 engagements we have with their customers. So  
22 whether it be at the call center, or online  
23 tools, or the service we deliver in the field.

24 Q. The statistical data that you quoted  
25 and the difference in the margins, how often do

1 all federal, state, and local laws?

2 A. In the course of our relationship with  
3 American Honda, we have to manage our  
4 relationship with them in the constraints of  
5 what we do within laws, yes.

6 Q. Okay. Are you familiar with the  
7 Telephone Consumer Protection Act?

8 A. Generally, but not specifically.

9 Q. Did SGS maintain any department or have  
10 any individual who was responsible for compliance  
11 with the Telephone Consumer Protection Act?

12 A. No.

13 Q. Do you now?

14 A. No.

15 Q. Is it fair to say that -- Rather, is it  
16 correct to say that with reference to American  
17 Honda Finance company customers, you all do not  
18 maintain any hard documents or evidence of that  
19 customer's prior express written consent to  
20 accept robocalls or other calls prohibited by the  
21 TCPA?

22 A. Information we obtain from American  
23 Honda Finance is the contact information given  
24 to them and consented to them by their  
25 customers.

1 telephone calls from automated telephone dialing  
2 systems or prerecorded messages?

3 MR. BLUNT:

4 Objection to the extent that  
5 you're requesting information that  
6 would be subject to attorney-client  
7 privilege.

8 BY MR. WOLFF:

9 Q. I'm asking if SGS communicated with  
10 American Honda to change its procedures to ensure  
11 that the numbers you receive have been vetted to  
12 provide for prior written express consent to  
13 receive automated telephone dialing system calls  
14 or prerecorded messages to lessees.

15 MR. BLUNT:

16 In addition to the prior  
17 objection, objection to form.

18 MR. WOLFF:

19 Okay.

20 BY MR. WOLFF:

21 Q. Please answer.

22 A. Not that I'm aware of. Your question,  
23 will you repeat the question, please?

24 Q. I want to know if after this lawsuit,  
25 anyone, and frankly I don't think attorney-client

1 privilege would apply here, so I want to know if  
2 this company has made any request of American  
3 Honda Finance Company to ensure that the numbers  
4 that it provides to SGS for purposes of  
5 contacting the lessee through the call center  
6 include prior express written consent to accept  
7 telephone calls through an automated telephone  
8 dialing system or prerecorded messages to the  
9 cell phones?

10 MR. BLUNT:

11 Same two objections.

12 MR. WOLFF:

13 Well, does anyone with the  
14 company have an answer to that,  
15 because we're entitled to know that?

16 MR. BLUNT:

17 He can respond.

18 MR. WOLFF:

19 He says he doesn't know.

20 MR. BLUNT:

21 He's responding on behalf of the  
22 company.

23 BY MR. WOLFF:

24 Q. You don't know. Who would know?

25 A. Me, if anybody.



1 Q. Okay. So you don't know. That's what  
2 I want to -- You're not aware specifically of any  
3 document that would evidence prior express  
4 written consent to receive robocalls or  
5 prerecorded messages to a cell phone?

6 A. No, I'm not.

7 Q. All right. And you don't maintain such  
8 documents in the ordinary course of your  
9 business, correct?

10 A. Correct.

11 Q. Are you aware of any information or  
12 document that requires the lessee to submit the  
13 vehicle to inspection to be performed by SGS?

14 A. Repeat the question, please.

15 Q. Are you aware of any documents that  
16 American Honda Finance Company maintains that  
17 requires the lessee to submit the vehicle to  
18 inspection by SGS?

19 A. No, I'm not.

20 Q. Now, after this lawsuit, were you ever  
21 involved in any discussions concerning the  
22 substance of the lawsuit?

23 MR. BLUNT:

24 Objection.

25 BY MR. WOLFF:

# **EXHIBIT “2”**

**SGS PowerPoint**

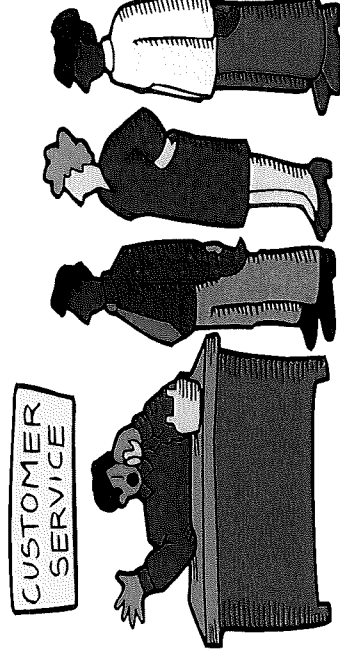
# Customer Service Over the Telephone

## Statistics

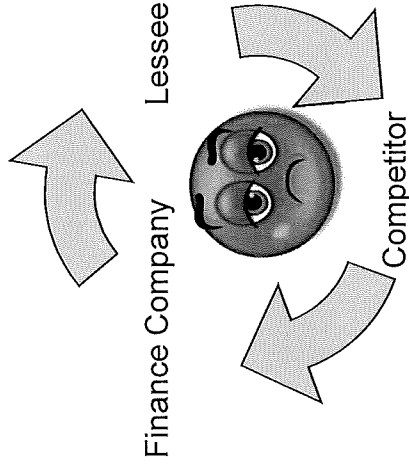
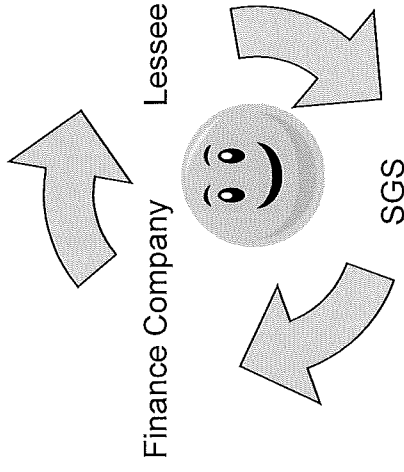
- ☐ Satisfied customers tell four to five others
- ☐ Dissatisfied customers tell nine to 12 others
- ☐ Only 4 % of dissatisfied customers complain, the rest just walk away
- ☐ If you respond within 24 to 48 hours, 82-95% of them will be satisfied

## Parts of a message

- ☐ 55% Nonverbal
- ☐ 38% Voice Tone
- ☐ 7% Words



# Are you on board?



- ***Our survival depends on happy Finance Companies.***
- Measured through their Lessee's and by the number of completed quality inspections.
  - Do we service their lessee's without them having to call the finance company to intervene?
  - Do we complete the inspection timely and accurately?
- The finance companies are trusting us with their ***most valued asset, Their customer***. How we handle their customer influences the decision the customer will make to remain or move on.
- The end result influences the decision of the finance company to remain with SGS or move on.

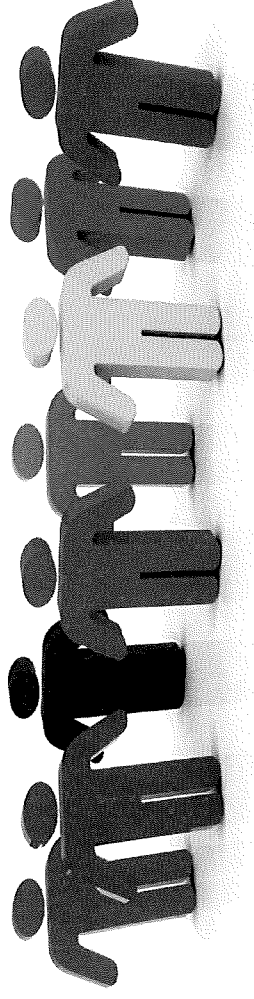
# What's your commitment level?



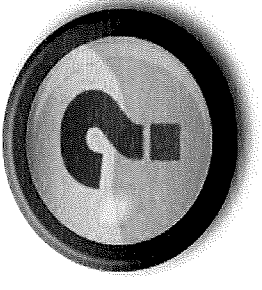
- ☐ Each of us has a direct impact on the end result for each Lessee and Finance Company, which ultimately reinforces that ***we have a direct impact on the success or lack of, for SGS***
  
- ☐ Ask yourself the following questions every day, with every transaction performed, every question asked, every answer given, every telephone call or instant message received and, answered or reviewed:
  - ✓ Do I recognize the value of the customer?
  - ✓ Did my actions today demonstrate that I recognize the value of the customer?
  - ✓ Did I have the customers best interest in mind?
  - ✓ Was I courteous, polite, and professional at all times?
  - ✓ Did I respect the value of the customers time by answering them quickly?
  - ✓ Was the information I provided accurate?
  - ✓ At the end of the day did I give a minimum of 100% effort to everyone and everything that came my way today?

# Traits of a Service Star

- From first call to last call every caller must be treated as an individual who is important.
- Your words, tone and actions, should convey a “we” attitude rather than an “us versus them” attitude.



# Good service Bad service



**Think of a time when you experienced good customer service over the telephone.**

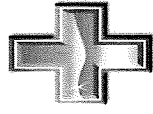
- What made the service great?
- What characteristics or behaviors and actions did the representative demonstrate?
- What was your reaction to each?

**Now think of a time when you experienced bad customer service over the telephone and think about what made that service bad.**

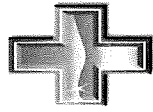
- What characteristics or behaviors and actions did the representative demonstrate?
- What was your reaction to each?

# Customer Service Components

R E L I A B I L I T Y



C O M P E T E N C E



F R I E N D L I N E S S



# Build Rapport



- Use good phone etiquette
  - Polite words are essential
  - Polished voice tones and grammar build confidence in the receiver with you as the service provider
  - Handle holds effectively
  - Handle transfers smoothly
- Use customer's name and make them feel unique
  - Listen before responding
  - Customers should feel as if they are the only person that matters while you are talking with them
- Use constant rhythm in your voice
  - Talk at an even pace- not too fast and not too slow
  - Do not talk too soft or too loud- too soft sides like mumbling and too loud sounds like yelling
- Smile the entire time you are talking with the customer
  - Do you know that a smile really can be detected over the telephone?
  - Someone who is happy has an energy level and voice tone that is different than that of someone who is not happy
- Use positive phrasing
  - Negative phrasing contributes to perceptions of Bad Service

# Listen Skillfully

- Eliminate distractions
- Suspend judgment
- Do not interrupt
- Tolerate silence- slight pause is not harmful
- Take notes – obtain facts
- Ask questions- friendliness
- Interpret what you heard
- Paraphrase and restate to confirm understanding
- Reassure – you will give them your best
- Suggest course of action- what a customer wants is not always possible

*Is anyone listening???*

# Responsibility and Ownership

- Take control of the call
  - Direct the conversation
  - Use closed ended questions
  - Clarify and summarize
- Use your name more than once
  - Especially if a customer is upset or unhappy
- Provide choices to the customer
  - What I can offer is.....
- Avoid holds and transfers when possible
  - Explain reason for hold and ask permission
  - Check back every 30-45 seconds
  - Transfer only if necessary

Will

# **EXHIBIT “3”**

**SGS Promotional Material**

# REDUCE YOUR ANNUAL INSPECTION COSTS

Streamlining the lease-end vehicle inspection process benefits lessees and your business. It's a win-win. With a seamless implementation process, you will:

- Increase pre-term inspection completion rates
- Lower overall spending on pre-term and dealer inspections
- Focus your third-party inspections on vehicles targeted for upstream remarketing
- Have quicker access to inspection results
- Lessen disruption to dealer operations

# IMPROVE THE LESSEE EXPERIENCE

Allowing owners to complete vehicle inspections on their own time leads to improved customer satisfaction. By offering a desirable self-service option, you will:

- Increase customer retention by reducing friction during a key point in their decision-making process
- Reduce the amount of phone calls, inquiries and confusion surrounding the turn-in process
- Minimize customer anxiety surrounding excess wear and use charges
- Create lasting brand loyalty for your OEM and dealer network partners

# **EXHIBIT “4”**

**SGS Facebook Page**

# Our Company

SGS · THURSDAY, JANUARY 25, 2018

SGS is the world's leading inspection, verification, testing and certification company. SGS is recognized as the global benchmark for quality and integrity. With more than 95,000 employees, SGS operates a network of over 2,400 offices and laboratories around the world.

We are constantly looking beyond customers' and society's expectations in order to deliver market leading services wherever they are needed. As the leader in providing specialized business solutions that improve quality, safety and productivity and reduce risk, we help customers navigate an increasingly regulated world. Our independent services add significant value to our customers' operations and ensure business sustainability.

# **EXHIBIT “5”**

**Excerpts of Tommie C. Toups  
Deposition Transcript**



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TAYLOR CARROLL,	)	CIVIL ACTION NO.
individually and on	)	16-537-SDD-RLB
behalf of all others	)	
similarly situated,	)	
	)	
Plaintiff,	)	JUDGE: SHELLY D. DICK
	)	
VS.	)	
	)	
SGS AUTOMOTIVE SERVICES,	)	
INC.,	)	
	)	
Defendant.	)	MAG. JUDGE: RICHARD L.
	)	BOURGEOIS, JR.

ORAL DEPOSITION OF  
TOMMIE CURTIS TOUPS  
DECEMBER 18, 2018

ORAL DEPOSITION OF TOMMIE CURTIS TOUPS, produced as a witness at the instance of the PLAINTIFF, and duly sworn, was taken in the above-styled and numbered cause on December 18, 2018, from 12:37 p.m. to 2:47 p.m., before Erin LeCover, CSR in and for the State of Texas, reported by machine shorthand, at the Marriott DFW Airport North, 8440 Freeport Parkway, Irving, Texas, pursuant to the Federal Rules of Civil Procedure and the provisions stated on the record or attached hereto.

1 repairs need to be made, that the consumer is encouraged  
2 to have those repairs done at a Honda dealership?

3 A. No. They are just told these are the repairs  
4 that need to be completed.

5 Q. So I want to make sure I'm clear. Is it true  
6 that American Honda Finance Corporation suggests that if  
7 repairs need to be made, that it is best to have them  
8 made at a dealership to ensure quality and consistent  
9 repairs?

10 A. Yes.

11 Q. All right. So they do say that to the  
12 consumer?

13 A. They being -- we don't. If they call our  
14 office, we'll tell them that's where they should go, to  
15 their dealer.

16 Q. So if the consumer as part of this end-of-lease  
17 inspection process learns that there is damage to the  
18 vehicle and that repairs need to be made and they  
19 contact you as to what to do, your recommendation is to  
20 have them -- have the repairs completed at a Honda  
21 dealership?

22 A. We recommend they go see their dealer.

23 Q. Which would be a Honda dealership?

24 A. A Honda dealership, yes, sir.

25 Q. Okay.

1 A. Sorry.

2 Q. And that actually assists you in ensuring that  
3 you have consistent repairs in terms of remarketing the  
4 vehicle or use of the vehicle after its been returned?

5 MR. MATTSON: Object to the form.

6 Q. (BY MR. WOLFF) Correct?

7 A. Correct.

8 Q. Now, on Item 6 you say, SGS performs services  
9 for AHFC pursuant to a Master Services Agreement, which  
10 was attached as Exhibit A, and we have the Statement of  
11 Work as Exhibit B, a Data Sharing and Safeguards  
12 Agreement as Exhibit C. And they're collectively  
13 referred to as the contracts. Did you -- or were you  
14 involved in the completion or formation of any of those  
15 contracts?

16 A. Yes, sir, the statement of work.

17 Q. Okay. And what did you do with respect to the  
18 statement of work?

19 A. We identified how the repairs would be priced  
20 and we identified the audit frequency that would be done  
21 to follow up to ensure the inspections were completed  
22 properly.

23 Q. Fair enough. Anything else?

24 A. No, sir.

25 Q. Now, you say here under 7, SGS performs

1           A. It tells the consumers they can have the  
2 repairs made, yes, sir.

3           Q. Or have the dealership do it?

4           A. Or have us do it.

5           Q. Okay. Thank you.

6           A. "Us" being Honda Financial Services.

7           Q. So Honda Financial Services will actually  
8 involve itself in the repair to deal with the excessive  
9 wear and tear issues?

10          A. When vehicles are returned and the consumer  
11 opts to turn the vehicle in to us, as part of the  
12 remarketing operation, there are certain repairs that  
13 will be done on the vehicle, yes.

14          Q. And American Honda Finance Corporation will  
15 ensure that those repairs are completed?

16          A. If we opt to have them done, yes, sir.

17          Q. Okay. And that is a service that you offer to  
18 the consumer, correct?

19          A. It has no bearing on the consumer.

20          Q. Well, let's go to the next page, if we could.

21          A. Yes, sir.

22          Q. Under the section marked, Excessive  
23 Wear-and-Use of Damage Waiver, can you read that for us,  
24 please?

25          A. Yes, sir. (Reading) Honda Leadership Leases

1 include a \$500 excessive wear-and-use or damage waiver.  
2 Loyal customers who purchase or lease their next Honda  
3 vehicle may qualify for an additional waiver and may be  
4 eligible to get their turn-in fee waived.

5 Q. All right. So this is a public representation  
6 made by American Honda Finance Corporation to the  
7 consuming public about benefits or services or products  
8 that the consumer can obtain if they get back in a Honda  
9 vehicle, correct?

10 A. Possibly, yes, sir.

11 Q. And what do you mean possibly?

12 A. It says, Who purchase or lease may qualify.

13 Q. And what are the terms of that qualification,  
14 if you know?

15 A. I don't know.

16 Q. So under the first footnote that references --  
17 or relates to, rather, loyal customers it says, A loyal  
18 customer is one who purchases or leases another new  
19 Honda or Acura automobile within 30 days prior to or  
20 after the turn-in date. Do you see that?

21 A. Yes, sir.

22 Q. Is that your understanding of what a loyal  
23 customer is defined with respect to the end-of-lease  
24 vehicle options provided by American Honda Finance  
25 Corporation?

1 A. Yes.

2 Q. So American Honda Finance Corporation is  
3 directly inducing the consuming public into an option to  
4 get a loyal customer bonus, correct?

5 MR. MATTSON: Object to the form.

6 A. I don't understand the question exactly.

7 Q. (BY MR. WOLFF) Fair enough. These statements  
8 serve to encourage a consumer to purchase or lease  
9 another Honda or Acura vehicle through American Honda  
10 Finance Corporation, correct?

11 A. It identifies the benefits available to the  
12 consumer for releasing, yes, sir.

13 Q. All right. I appreciate you rephrasing it.  
14 But it's designed to encourage a consumer to either  
15 lease or purchase a vehicle through American Honda  
16 Finance Corporation, correct?

17 MR. MATTSON: Object to the form.

18 A. I can't -- I don't know what the design purpose  
19 was.

20 Q. (BY MR. WOLFF) In your common understanding,  
21 American Honda Finance Corporation is offering the  
22 customer a benefit if they get back into another Honda  
23 or Acura, correct?

24 A. They make -- potentially make one available,  
25 yes.

1 Q. All right. And it says, Loyal customers who  
2 purchase or lease their next Honda vehicle may qualify  
3 for an additional waiver. And it notes there, Total  
4 amount waived not to exceed a thousand dollars. So  
5 there's another waiver, correct?

6 A. It just says, Total amount waived not to exceed  
7 a thousand dollars. I'm -- so -- it just -- it puts a  
8 cap on what could be waived.

9 Q. Right. Right. But it says, Loyal customers  
10 who purchase or lease their next vehicle may qualify for  
11 an additional waiver. And we've seen not to exceed a  
12 thousand dollars. But that's another benefit. There's  
13 the five hundred dollar excess wear and use or damage  
14 waiver, correct?

15 A. For all customers, yes.

16 Q. If they -- if they get into a vehicle or not?

17 A. \$500 whether they get into a vehicle or not.

18 Q. All right. So why do you do that?

19 A. Probably just customer goodwill.

20 Q. To help promote the brand and customer loyalty,  
21 correct?

22 MR. MATTSON: Objection, foundation.

23 Q. (BY MR. WOLFF) In your understanding.

24 A. My understanding, yes.

25 Q. And you've been with American Honda for almost

1 30 years?

2 A. Yes, sir.

3 Q. All right. And then in addition, there's  
4 another waiver that could go up to a thousand dollars,  
5 correct?

6 A. There's potential for an additional waiver of  
7 up to a thousand.

8 Q. And that consumer who gets into another vehicle  
9 may be eligible to get their turn-in fee waived,  
10 correct?

11 A. Depending upon the state, yes, sir.

12 Q. All right. So some states may not allow that?

13 A. My understanding, yes.

14 Q. Okay. And what is a turn-in fee?

15 A. It's a fee identified in the contract that is  
16 used to process the turn-in of the vehicle and cover  
17 some of the expenses of taking the vehicle back in.

18 Q. So if the customer buys or leases another Honda  
19 vehicle, the turn-in fee can be waived if the state law  
20 permits it?

21 A. It could be, yes, sir.

22 Q. And that relates to American Honda Finance  
23 Corporation?

24 A. Yes, sir. American Honda Finance Corporation  
25 would waive those fees.



1 Q. And let's go to the next page, if you would.

2 It says, Making Repairs.

3 A. Yes, sir.

4 Q. Can you read that for us?

5 A. (Reading) Making repairs. If the vehicle  
6 requires repairs, consult the Lease Maturity Center  
7 prior to completing. If repairs are needed, we  
8 encourage you to use an authorized Honda facility to  
9 ensure that the vehicle is properly repaired with  
10 genuine Honda parts as required by your lease agreement.  
11 Please be sure to save all repair receipts, as they will  
12 be required at the vehicle turn in.

13 If you prefer, you may instead return the  
14 vehicle without making repairs, in which case you will  
15 receive a bill for the cost of excessive wear-and-use or  
16 damage after your vehicle is turned in. Again, no  
17 charges will be made to your account until the vehicle  
18 is turned in.

19 Q. So at the outset, at the beginning of this  
20 paragraph, this is another example of American Honda  
21 Finance Corporation's encouragement to the consumer to  
22 use an authorized Honda facility to make repairs?

23 A. It tells the dealer -- the customer that we  
24 encourage them to use an authorized Honda facility to  
25 make the repairs, yes.

1 information.

2 Q. That's on the American Honda Finance website?

3 A. Correct.

4 Q. Available for consumption by the consuming  
5 public?

6 A. Yes, sir.

7 Q. All right. So this first page advises the  
8 customer about the need for an end-of-lease inspection,  
9 correct?

10 A. It asks them to schedule their inspection  
11 through SGS.

12 Q. And it also notes -- it says you need to do it  
13 within the last two months. It says, That way you'll  
14 have time to take care of the repairs yourself or if you  
15 choose to have us make the repairs, you'll understand  
16 exactly what you're being billed for, right?

17 A. I'll have to find that in here.

18 Q. Let me see to make sure we're looking at the  
19 same --

20 A. Exhibit 6?

21 MR. WOLFF: You know what, I got confused  
22 with airport stuff, too. Excuse me.

23 MR. MATTSON: It sounded familiar, but I  
24 couldn't see it on the page I was looking at.

25 MR. WOLFF: Yeah.

1 company so you'll keep them on board, correct?

2 A. Yes, sir.

3 Q. And they do that through, I think as you said,  
4 completed quality inspections, correct?

5 A. Yes, sir.

6 Q. And through lessee satisfaction, correct?

7 MR. MATTSON: Object to the form.

8 MR. PLUNKETT: I join in that objection.

9 Q. (BY MR. WOLFF) If you know.

10 A. I don't.

11 Q. Okay. Fair enough. Let's move on. It says,  
12 The Finance companies are trusting us with their most  
13 valued asset, their customer. Do you agree with that?

14 A. Yes, I do.

15 Q. And it goes on, How we handle their customer  
16 influences the decision the customer will make to remain  
17 or move on. Do you see that?

18 A. I see that.

19 Q. Do you agree with that?

20 MR. MATTSON: Objection, foundation.

21 MR. PLUNKETT: I object to the form.

22 Q. (BY MR. WOLFF) In your experience, do you  
23 agree with that?

24 MR. MATTSON: Same objections.

25 A. I believe that's SGS's belief, yes, sir.

1           A. I think it could influence the consumer's  
2 decision.

3           Q. Favorably to become a loyal Honda customer,  
4 correct?

5                   MR. MATTSON: Same objections.

6                   MR. PLUNKETT: I join.

7           A. It could have -- I think it would more  
8 influence some if it was negative to leave the brand  
9 than it would to stay with the brand, based off of any  
10 of the other information.

11          Q. Well, as we've seen in the end-of-lease  
12 information, you typically are trying to encourage the  
13 customer to stay on with American Honda and its brands,  
14 correct?

15          A. Retention -- customer retention is one of the  
16 focuses of our goals, yes.

17          Q. And you do not want to subject your customer to  
18 inferior services or inadequate services that could  
19 negatively impact the brand?

20          A. That is our objective, correct.

21          Q. And that is why you retain SGS?

22          A. Yes.

23                   MR. MATTSON: Object to the form.

24          Q. (BY MR. WOLFF) Is to promote your brand?

25          A. We --

1 MR. MATTSON: Hold on. What's the  
2 question?

3 Q. You hire SGS as part of the promotion of your  
4 brand?

5 MR. MATTSON: Object to the form.

6 MR. PLUNKETT: Objection, form.

7 Q. You can answer.

8 A. We hire SGS to complete the inspections,  
9 because we feel that that's the best thing for the  
10 consumer to have the pre-term inspection done to know  
11 what their liabilities are.

12 Q. Right. And you keep them on because they  
13 provide services that are favorable for your customer?

14 MR. MATTSON: Object to the form.

15 MR. PLUNKETT: Objection, form.

16 A. They provide a quality inspection.

17 Q. Which improves the experience of the customer?

18 A. I don't know if it improves the experience of  
19 the customer.

20 Q. So you just can't say one way or another?

21 A. Well, no. I don't see how it's going to  
22 improve the experience of the customer. It has no  
23 impact. The customer's wear and tear is the customer's  
24 wear and tear. And that's what SGS is hired to do, is  
25 to establish the wear and tear of the vehicle.

1 A. No.

2 Q. All right. Now, it says here, Increase  
3 customer retention by reducing friction during a key  
4 point in their decision-making process. Do you know  
5 what that means?

6 A. I have no idea.

7 Q. You've been in the car business for many, many  
8 years?

9 A. Yes, sir.

10 Q. Is there, in your experience, a key  
11 decision-making time that a customer will have in  
12 deciding whether to lease or buy or not?

13 MR. MATTSON: Object to the form.

14 MR. PLUNKETT: And foundation.

15 A. If a customer is going to select get a new car,  
16 it's usually 60 to 90 days before their other one  
17 matures in the lease case. On the retail, that could be  
18 at any time.

19 Q. So on the lease side, that decision becomes  
20 ripe, if we will, at 60 to 90 days out from the end of  
21 lease?

22 A. That historically has been when most customers  
23 make those decisions, whether they are going to buy  
24 their vehicle, re-lease or select another vehicle.

25 Q. When you say historically, what do you mean?

1           A. It's just my personal experience in dealing  
2 with the financing. Customers wait until about the  
3 90-day before maturity to make a decision on what  
4 they're going to do with their vehicle.

5           Q. All right. And so that is an important time,  
6 that decision-making time, to have interaction with the  
7 customer -- positive interaction, correct?

8           A. Yes, sir.

9           Q. And you want that positive interaction to meet  
10 your goal of customer retention, right?

11                   MR. MATTSON: Object to the form and  
12 foundation.

13                   MR. PLUNKETT: I join in those objections.

14           Q. (BY MR. WOLFF) In your experience.

15           A. In my experience, the objective is to get the  
16 customer back and remain loyal to the product, yes.

17           Q. And so you want that end-of-lease experience to  
18 be very positive all the way around?

19           A. If possible, yes.

20           Q. And that's part of why you have SGS on board,  
21 because you believe that they help assist in that  
22 end-of-lease process for all the reasons we've talked  
23 about?

24                   MR. MATTSON: Object to form.

25                   MR. PLUNKETT: Objection, form.

**HONDA**  
Financial  
Services



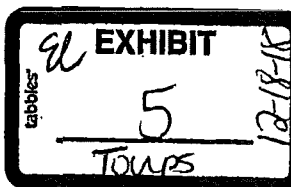
If you choose to return your Honda Leadership Leasing® or Honda Leadership Purchase Plan® vehicle, you will need to arrange an end-of-lease vehicle inspection. The inspection should be completed in the last two months of your lease agreement. That way, you'll have time to take care of any repairs yourself. Or, if you choose to have us make the repairs, you'll understand exactly what you're being billed for. The inspection is free and the inspector will travel to a location convenient to you.

### How to Schedule an Inspection

Schedule your free end-of-lease vehicle inspection through SGS online by visiting [SGS](#) or call the SGS National Customer Service Center at 1-800-340-4080 (Monday – Friday, 8 a.m. – 8 p.m., ET). Please have your Honda Financial Services<sup>SM</sup> (HFS) account number and VIN available.

### How the Inspection Works

SGS inspectors will not drive the vehicle, but they will need the keys to start it and test all electrical functions. Upon





completion the inspector will print an inspection report and review the results with you.

We recommend that you be present for this inspection. If you are present, the inspector will give you a copy of the report following the inspection. Shortly thereafter, you will also receive a Preliminary End-of-Lease Statement that outlines the estimated costs of any excessive wear-and-use or damage, excess mileage, etc. No charges will be made to your account until after the vehicle has been turned in.

Prior to the time of the inspection, we ask that:

- The vehicle is as clean as possible, inside and out, but detailing is NOT necessary.
- All items are removed from the vehicle, including child car seats. Inspectors will not move or remove any items from the vehicle.
- All keys, manuals, original accessories, and any service or maintenance records are present.
- There is adequate space and light for the inspection process.

### **Excessive Wear-and-Use or Damage Waiver**

Honda Leadership Leases include a \$500 Excessive Wear-and-Use or Damage Waiver. Loyal customers<sup>1</sup> who purchase or lease their next Honda vehicle may qualify for an additional waiver<sup>2</sup> and may be eligible to get their turn-in fee waived<sup>3</sup>.

<sup>1</sup> A loyal customer is one who purchases or leases another new Honda or Acura automobile within 30 days prior to or after the turn-in date.

<sup>2</sup> Total amount waived not to exceed \$1,000.

<sup>3</sup> The turn-in fee amount depends on your state. See your lease contract for details. For specific benefit information on your current HFS lease contract, please log in to your HFS account and select End-of-Term.

## Making Repairs

If the vehicle requires repairs, consult the Lease Maturity Center prior to completing. If repairs are needed, we encourage you to use an authorized Honda facility to ensure that the vehicle is properly repaired with Genuine Honda Parts (as required by your lease agreement). Please be sure to save all repair receipts, as they will be required at vehicle return.

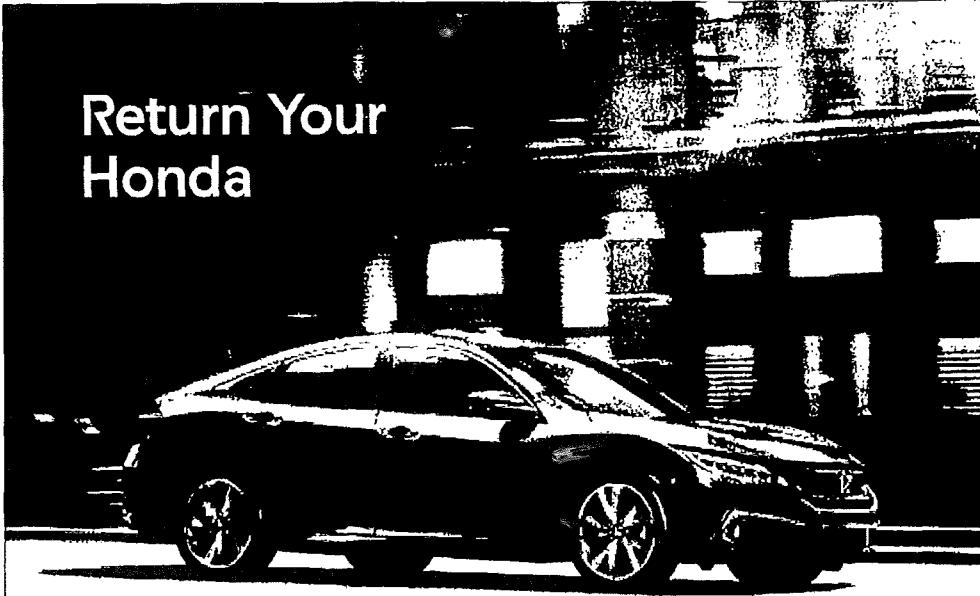
If you prefer, you may instead return the vehicle without making repairs, in which case you will receive a bill for the cost of excessive wear-and-use or damage after your vehicle is turned in. Again, no charges will be made to your account until the vehicle is turned in.

[▲ BACK TO TOP](#)

For more information, contact your Honda dealer.

**HONDA**  
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Services

## Return Your Honda



We'd love to keep you as a returning customer, but if your decision is to turn in your Honda Leadership Lease, you will automatically lose your loyalty benefits. Follow these simple steps to return your Honda vehicle at the end of your lease.

### Two to three months before your final payment:

1. Contact the Lease Maturity Center to discuss the process for returning your vehicle.
2. Schedule your end-of-lease vehicle inspection through SGS by visiting [SGS](#) or call 1-800-340-4080. Please have your Honda Financial Services<sup>SM</sup> (HFS) account number and VIN available.

Your Honda Leadership Lease includes an Excessive Wear-and-Use or Damage Waiver; however, you will be responsible for any wear or use that exceeds the waiver. You will also be responsible for any outstanding payments, excessive miles, turn-in fee, and any other outstanding end-of-term obligations specified in your lease agreement<sup>1</sup>. You will receive a Vehicle Inspection Report following the vehicle



inspection. Read more about [Vehicle Inspection and Wear and Use Guidelines](#).

**One week before:**

Make an appointment to return your vehicle to your [Honda dealer](#).

**At the appointed time:**

Deliver your vehicle in clean condition to your Honda dealer. Please bring the following items with you:

- All keys to the vehicle
- Owner's Manual and maintenance records
- [Vehicle Return Receipt](#)
- Vehicle Inspection Report
- Receipts for completed repairs

**After you turn in your vehicle:**

Contact the [Lease Maturity Center](#) at 1-800-708-6555 to inform us that you have returned your vehicle.

If all payments have been made, your call will initiate the completion process for your lease account, and you will no longer receive a regular monthly billing statement.

If you have payments remaining on your account, you are responsible for making them. If your dealer has agreed to make the final payments, follow up with your dealer to ensure they are made on time.

If any end-of-term liabilities apply, these items will be billed at a later time.

<sup>1</sup>The turn-in fee amount depends on your state. See your lease contract for details. The turn-in fee, outstanding wear-and-use or damage charges, and excess mileage may be subject to applicable sales tax.

▲ [BACK TO TOP](#)

**For more information, contact your Honda dealer.**

# **EXHIBIT “6”**

**AHFC Customer Mailer**

Hello, new Acura.  
Congratulations. We'll waive your remaining payments  
if you lease or purchase a new Acura now.

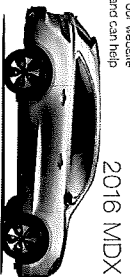
As a valued client, we would like to extend an exclusive limited-time offer to you. Based upon your previous payment history with us (and subject to a review of your credit history), you could be eligible to receive approval to finance a lease or new Acura, in an amount up to \$50,000.00 before your lease ends or.

**YOUR OFFER INCLUDES:**

- Waiver of up to three (3) remaining payments and no charge for early termination of your current lease
- Waiver of the Security Deposit for a new lease
- Waiver of Excessive Wear and Tear or Damage on a new lease\*
- Free inspection on current lease - see Vehicle Inspection details
- Expedited new application processing

To take advantage of this offer, visit Muller's Woodcliff Acura or call them at 847-619-9550. Your dealer can show you how easy it is to drive home in another Acura. This offer is non-transferable and your credit application must be submitted by 02/05/2016. Please refer to the offer terms and conditions on the back of this exclusive client offer. To see other great offers, please visit our website at [acurafinancialservices.com](http://acurafinancialservices.com). Our associates are available to assist you at 866-777-6495 and can help make your next vehicle an Acura.

Account Number 999999999  
2013 Acura MDX  
VIN: 2HNN0D2H2DH619639

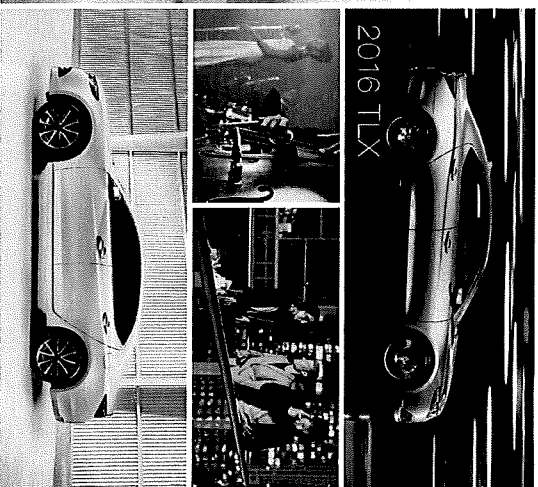


2016 MDX

**ACURA**  
Financial  
Services



2016 RDX



2016 TLX

**VEHICLE INSPECTION**

Take advantage of this exclusive offer by following these inspection instructions:

- Visit SGS Automotive at [schsda.sgsauto.com](http://schsda.sgsauto.com) to schedule a free inspection, or speak with an SGS Automotive scheduling agent at 800-340-4080 (M-F, 8am-8pm, EST).
- Please allow 2-3 weeks for appointment scheduling
- Once the inspection is completed, you'll receive an inspection report, which will include a list of any needed repairs.

If you have any questions about your lease or this offer, our Acura Financial Services associates are available to assist you at 866-777-6495 (M-F, 9am-5pm, local time).

# **EXHIBIT “7”**

**Excerpts of Keith Phillips  
Deposition Transcript**



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UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA

TAYLOR CARROLL,  
INDIVIDUALLY  
AND ON BEHALF OF  
ALL OTHERS  
SIMILARLY SITUATED

CIVIL ACTION NO.  
16-537-SDD-RLB

VERSUS

JUDGE: SHELLY D. DICK

SGS AUTOMOTIVE  
SERVICES, INC.

MAG. JUDGE:  
RICHARD L. BOURGEOIS, JR.

\* \* \* \* \*

TRANSCRIPT OF THE RULE 30(b)(5), 30(b)(6),  
30(b)(2) and Rule 34 DEPOSITION OF:  
SGS AUTOMOTIVE SERVICES, INC.,  
TAKEN THROUGH THE TESTIMONY OF KEITH PHILLIPS,  
DESIGNATED REPRESENTATIVE, ON BEHALF OF THE  
PLAINTIFFS AND REPORTED IN THE ABOVE ENTITLED AND  
NUMBERED CAUSE BY BRITTANY E. VIDRINE, CERTIFIED  
COURT REPORTER FOR THE STATE OF LOUISIANA.

\* \* \* \* \*

REPORTED AT THE OFFICES OF:  
McGLINCHEY STAFFORD  
301 MAIN STREET, SUITE 1400  
BATON ROUGE, LA 70801  
COMMENCING AT 9:10 A.M. ON OCTOBER 25TH, 2018.

1 interrupt.

2 A. I'm done.

3 Q. If those guys say, "I don't know," then  
4 there's no way for you to say that the database  
5 call list we received does not include status  
6 disposition "left message" relating to call blast?

7 A. Correct.

8 MR. PLUNKETT: Object to the form.

9 BY MR. WOLFF:

10 Q. However, you can say, as a representative  
11 of SGS, that the call list database production that  
12 we got that it shows the disposition "left message"  
13 is the best evidence that you-all have of whether  
14 or not the message was left to a particular lessee  
15 or a particular number?

16 A. Correct.

17 Q. All right. Did you review the Blair  
18 Williams, American Honda Finance Company deposition  
19 transcript?

20 A. I did not.

21 Q. Do you have any information from any  
22 source relating to whether or not any of the  
23 lessees that are populated in your database during  
24 our class period provided consent to receive  
25 prerecorded messages or not?

1           A.    I do not know.

2                   MR. PLUNKETT:  Object to the form.

3  BY MR. WOLFF:

4           Q.    And, likewise, do you have any  
5  information that would establish that any of the  
6  lessees that are within the database call list that  
7  we received for our class period provided prior  
8  express written consent to receive either calls to  
9  cellphones or prerecorded messages?

10                  MR. PLUNKETT:  Object to the form.

11           A.    I do not know.

12  BY MR. WOLFF:

13           Q.    You're not aware of any information in  
14  that regard one way or another, correct?

15           A.    I do not know.

16           Q.    Is what I'm saying correct?

17           A.    Correct.

18           Q.    All right.

19                  MR. WOLFF:  And this is a little  
20                   housekeeping.  I think you've already  
21                   handled this.  We had in connection with  
22                   the deposition a request for documents to  
23                   be produced a week before today.

24                   We received some documents this  
25                   weekend which we can talk about in a